



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF A CONTRACT WITH AMANECER COMMUNITY
COUNSELING SERVICE FOR WRAPAROUND APPROACH SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF THE DEPARTMENT OF MENTAL
HEALTH AND THE CHIEF PROBATION OFFICER THAT YOUR BOARD:**

1. Approve and instruct the Mayor to execute the attached Contract (Attachment 1) with Amanecer Community Counseling Service (Amanecer) for the provision of Wraparound Approach Services (Services) to the Department of Children and Family Services (DCFS), the Department of Mental Health (DMH), and the Probation Department (Probation). The term of the Contract will be from May 30, 2006 or the date of execution by your Board, whichever is later, through April 30, 2007, with an option to extend for up to two (2) additional one-year renewal periods through April 30, 2009. The estimated annual cost of Wraparound services provided by all of the 34 Wraparound contractors, including Amanecer, is \$60,953,000 annually to be financed using 40% (\$24,381,000) State revenue and 60% (\$36,572,000) NCC, and \$182,858,000 for the three-year period (assuming both one-year extension options are exercised) to be financed using 40% (\$73,143,000) State revenue and 60% (\$109,715,000) NCC. The cost of Wraparound Services is included in the FY 2005-06 Adopted Budget and the FY 2006-07 Proposed County Budget.
2. Delegate authority to the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, to exercise the two one-year extension options by written notice after obtaining County Counsel and CAO approval; and instruct the Director of DCFS to notify your Board and the CAO, in writing, within ten (10) working days of executing the extension(s).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The prior Wraparound contracts expired on April 30, 2006. On April 18, 2006, your Board approved Form Contracts with thirty-three (33) of the thirty-four (34) non-profit providers initially recommended for Wraparound contracts, and the request to execute the Form Contract with Amanecer was continued to allow DCFS and DMH sufficient time to explore Amanecer's financial viability and contract performance record relative to DMH's agreements with Amanecer. DMH and DCFS have completed a re-evaluation of Amanecer's financial viability and contract performance record and found both to be acceptable. Approval of the recommended actions will complete DCFS' plan to establish qualified Service providers and ensure continuation of Services to children who are currently residing, or are at risk of being placed, in group homes licensed at a Rate Classification Level (RCL) of twelve (12) to fourteen (14).

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 1 (Service Excellence) and Goal No. 5 (Children and Families' Well-Being). The recommended actions will enable DCFS to continue the efforts to improve the health, safety, survival, and emotional and social well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The estimated annual cost of Wraparound services provided by all of the 34 Contractors is \$60,953,000 annually to be financed using 40% (\$24,381,000) State revenue and 60% (\$36,572,000) NCC, and \$182,858,000 for the three-year period (assuming both one-year extension options are exercised) to be financed using 40% (\$73,143,000) State revenue and 60% (\$109,715,000) NCC. The cost of Wraparound Services is included in the FY 2005-06 Adopted Budget and the FY 2006-07 Proposed County Budget.

The actual cost of the Services will be dependent upon the speed with which each provider is able to ramp-up their programs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 18, 2006, your Board approved Form Contracts for Wraparound Approach Services with thirty-three (33) of the thirty-four (34) non-profit providers initially recommended for Wraparound contracts, which began May 1, 2006. The request for approval of a contract with Amanecer was continued to allow additional time for DMH and DCFS to explore Amanecer's financial viability and contract performance record relative to DMH's agreements with Amanecer. However, on May 1, 2006, the item was removed from your Board's agenda to allow the completion of the review. DMH completed a review of its contracts with Amanecer, including the Master Agreement

for Mental Health Services Act Community Services and Supports Plan Contract, and found that Amanecer has no uncorrected program or fiscal deficiencies.

The term of the new contract with Amanecer will be May 30, 2006 or the date of execution by your Board, whichever is later, through April 30, 2007, with two optional one-year extension periods. Amanecer will be able to provide services to a minimum of 25 eligible children. DCFS projects Wraparound enrollment levels to reach approximately 800 by April 30, 2007, 900 by April 30, 2008, and 1,000 by April 30, 2009.

The Contract with Amanecer does not financially obligate DMH to a specific level of mental health services. DMH utilizes their Legal Entity Agreements to contract with providers at a level of service for which funding is available.

The Form Contract complies with all Board and CAO requirements. The Board Letter has been reviewed by the CAO and County Counsel. The attached Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS utilized the RFSQ solicitation process to recruit qualified non-profit organizations to provide Wraparound Approach Services. Amanecer met the minimum qualifications set forth in the RFSQ and was found to be responsive and responsible.

Further, DCFS, DMH, and Probation have verified that Amanecer has no uncorrected deficiencies, as identified in program and fiscal audits, that require immediate remediation.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Form Contract.

IMPACT ON CURRENT SERVICES

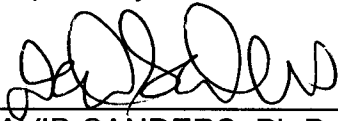
The recommended actions, if approved, will enhance Wraparound Services and support to children in SPA 4.

CONCLUSION

Upon approval and execution of these requests by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board be instructed to send an adopted stamped copy of this Board Letter and any attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Contract Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Katherine Fesler, Sr. Associate County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Respectfully submitted:



DAVID SANDERS, Ph.D., Director
Department of Children and Family Services



MARVIN J. SOUTHARD, D.S.W., Director
Department of Mental Health



ROBERT B. TAYLOR, Chief Probation Officer
Probation Department

DS:MJS:RBT:WC

Attachment (1)

- c: Chief Administrative Officer
County Counsel
Department of Mental Health
Chief Probation Officer

ATTACHMENT 1

WRAPAROUND APPROACH SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

AMANECER COMMUNITY COUNSELING SERVICE

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

MAY 2006

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
WRAPAROUND APPROACH SERVICES CONTRACT

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EXHIBIT A: STATEMENT OF WORK

- Exhibit A-1 Performance Requirements Summary
- Exhibit A-2 Line Item Budget
- Exhibit A-3 Phases and Activities of the Wraparound Process
- Exhibit A-4 Wraparound Child and Family Team Plan of Care
- Exhibit A-5 Client Living Environment and Stability Profile (CLESP)
- Exhibit A-6 Child and Adolescent Functional Assessment Scale (CAFAS)
- Exhibit A-7 Scale to Assess Restrictions of Educational Settings (SARES)
- Exhibit A-8 Youth Services Survey for Families (YSS-F)
Youth Services Survey (YSS)
Client Evaluation Process

EXHIBIT B: INVOICE

EXHIBIT C: ATTACHMENTS

LIST OF ATTACHMENTS:

- Attachment A Auditor-Controller Contract Accounting and Administration Handbook
- Attachment B Internal Revenue Notice 1015
- Attachment C Safely Surrendered Baby Law Fact Sheet
- Attachment D Required Forms
- Attachment E COUNTY Policy on Doing Business with Small Business
- Attachment F Listing of Contractors Debarred in Los Angeles COUNTY
- Attachment G Jury Service Ordinance
- Attachment H Background and Resources: California Charities Regulation
- Attachment I Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Contract Number: _____

COUNTY OF LOS ANGELES
WRAPAROUND APPROACH SERVICES

CONTRACT
FOR

WRAPAROUND APPROACH SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2006, by and between

COUNTY of Los Angeles
hereinafter referred to as
"COUNTY"

and

AMANECER COMMUNITY
COUNSELING SERVICE
hereinafter referred to as
"CONTRACTOR".

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services;

WHEREAS, the COUNTY desires to provide Wraparound Approach Services;

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to stabilize children with multiple, complex, and enduring needs and provide them with a permanent home maintained by a range of community-based services and supports;

WHEREAS, pursuant to the provisions of Senate Bill 163 (SB 163), the Wraparound Approach is established in the State of California; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

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PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to PART II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Attachments A, B, C, D, E, F, G, H, and I, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	Auditor-Controller Contract Accounting and Administration Handbook
Attachment B	Internal Revenue Notice 1015
Attachment C	Safely Surrendered Baby Law Fact Sheet
Attachment D	COUNTY's Administration
Attachment E	COUNTY Policy on Doing Business with Small Business
Attachment F	Listing of Contractors Debarred in Los Angeles COUNTY
Attachment G	Jury Service Ordinance
Attachment H	Background and Resources: California Charities Regulation
Attachment I	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- A. "Contract" – means an agreement executed between COUNTY and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - B. "Contractor" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. "COUNTY" – means the Department of Children and Family Services, the Department of Mental Health, and the Probation Department, on behalf of the COUNTY and its Board of Supervisors.
 - D. "COUNTY's Program Manager" (CPM) – means COUNTY's representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
 - E. "Day" or "Days" – means whether singular or plural, initial letter capitalized or not, calendar days, and not business day or workday, unless otherwise specifically stated.
 - F. "DCFS" - means COUNTY's Department of Children and Family Services.
 - G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
 - H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
 - I. "Program" - means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
 - J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and, hereinafter referred to as "Contractor."

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on May 1, 2006, and shall continue through April 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised, by written notice, at the discretion of the Directors of DCFS and DMH, and the Chief Probation Officer.
- 3.3 Contractor shall notify COUNTY when this Contract is within six (6) months from the expiration date in the manner set forth in PART I, Section 8.0, Notices, of this Contract.

4.0 CONTRACT SUM

4.1 Monthly Rate

Payment by COUNTY to Contractor shall be based on the average cost to provide Wraparound services, which is currently set at \$4,184.00 per child, per month. For children who must be placed in out-of-home care, the applicable concurrent placement costs will be deducted from amount paid to Contractor. That rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment. However, Wraparound Services may be suspended by the Interagency Screening Committee (ISC) if these placements are longer than thirty (30) days.

The execution of this Contract does not guarantee Contractor any minimum amount of business. A minimum of twenty-five (25) slots will be allocated to Contractor, although COUNTY reserves the right to fill less than twenty-five (25) slots. Referrals will be made by the ISC. This Contract is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the Services of other agencies for the same or similar Services.

- 4.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 4.3 Contractor shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify COUNTY and immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 4.4 Contractor has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Line Item Budget. Contractor represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget.
- 4.5 Time is of the essence with regards to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting Contractor's indemnification of COUNTY and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at Contractor's own expense.

- 5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverages required in this Contract;
- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 5.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- 5.1.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 5.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

- 5.1.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to Contractor, COUNTY may deduct from sums due to the Contractor any premium costs advanced by COUNTY for such insurance.
- 5.1.4 Notification of Incidents, Claims or Suits: Contractor shall report to COUNTY:
- 5.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or the COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence;
 - 5.1.4.2 Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
 - 5.1.4.3 Any injury to Contractor's employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY's Contract Manager; and
 - 5.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to Contractor under the terms of this Contract.
- 5.1.5 Compensation for COUNTY Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, Contractor shall pay full compensation for all costs incurred by COUNTY.
- 5.1.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.6.1 Contractor providing evidence of insurance covering the activities of Subcontractors; or

5.1.6.2 Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

5.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars

(\$3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Contract.

6.0 INVOICES AND PAYMENTS

6.1 Invoices

6.1.1 For each child placed by COUNTY for whom services have been provided, Contractor shall invoice COUNTY monthly in arrears as of the last day of the month during which services are rendered, using the format provided by COUNTY in Exhibit B. The billing shall indicate the services for which reimbursement is being requested, and shall include the last and first name of each child, each child's State of California case number, monthly rate, the number of days each child received Wraparound for that month, aid type, RCL number, and facility type (group home, foster family agency, foster home, or group home). Billing shall be forwarded to COUNTY by the twentieth (20th) calendar day of the following month.

Contractor shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Pamela Dubin, Program Manager
501 Shatto Place, Room 304
Los Angeles, CA 90020

Contractor shall send a copy of each invoice to:

County of Los Angeles
Department of Children and Family Services
Accounting Services Division
Attention: Contract Accounting Services
425 Shatto Place, Room 204
Los Angeles, California 90020

Upon receipt of Contractor's monthly invoice, Accounting Services shall forward the invoice to the Wraparound Program Manager or designee for review and approval. The Wraparound Program Manager shall review the detailed charges to ensure that charges are in accordance with the Contract terms and that invoiced services have been rendered to each child.

- 6.1.2 Contractor shall submit a pro-rated invoice for placements lasting less than a full month, to be paid by COUNTY in accordance with PART I, Section 6.2, Payments, of this Contract. Questions regarding billing should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.
- 6.1.3 COUNTY will provide written notice to Contractor within ten (10) business days of any changes in child's status that directly affect payment or billing. COUNTY will inform Contractor of procedure to follow if notice is not provided pursuant to this Section.
- 6.1.4 The last and final invoice for the Contract period shall be submitted by the Contractor within sixty (60) days following the end of the Contract period. If Contractor is unable to provide the final invoice within the 60-day period, the Contractor shall notify in writing both the Accounting Services Division, Attention: Contract Accounting Services, and the Wraparound Program Manager of the reason(s) why Contractor cannot comply with this requirement, at the respective addresses given above in Section 6.1.1. Along with this notification, Contractor shall provide the estimated reimbursement per child, estimated total amount of the last and final invoice, and the anticipated date of submission of the last and final invoice.

6.2 Payments

- 6.2.1 COUNTY shall pay Contractor in accordance with PART I, Section 4.0, Contract Sum, for each child enrolled in Wraparound. For children who must be placed in out-of-home care, the applicable concurrent placement cost will be deducted from the monthly rates for such children.
- 6.2.2 Payments for placements lasting less than a full month shall be prorated. Payment shall commence the day the child is placed with Contractor and terminate the day before the child is removed.
- 6.2.3 In the event a child is detained in a COUNTY facility as a result of delinquency, or hospitalized, Wraparound will normally continue to both the child and Family to resolve crisis issues and to prepare for the child's return home. During this period of time, the designated slot shall be held for the child, and Contractor shall continue to provide services and supports and continue to receive the full monthly rate. Most of these occurrences will last only a few days. In the event the child's absence will exceed thirty (30) days, the Child and Family Plan of Care will be reviewed by the Child and Family Team and a recommendation made to the ISC regarding continuing or suspending services. The ISC shall decide when and

whether to suspend Wraparound for the duration of the child's absence and free the slot for use by another Family/child. Upon the child's return, attempts will be made to return the Family/Child to the same slot, if it is still available, and full services will be resumed.

6.2.4 A child may be disenrolled from Wraparound for any of the following reasons:

- 6.2.4.1 The Plan of Care goals have been accomplished (as determined by the Child and Family Team, with the ISC's concurrence);
- 6.2.4.2 The child ages out (children may continue in foster care status, and thus Wraparound, until their eighteenth (18th) birthday, or until their nineteenth (19th) birthday if they are still enrolled in high school and are expected to graduate by age nineteen (19));
- 6.2.4.3 The child and Family move out of the geographic area or the child is removed from the jurisdiction;
- 6.2.4.4 The court terminates or dismisses jurisdiction;
- 6.2.4.5 The court issues an order that the child will be disenrolled;
- 6.2.4.6 Removal of the child from Wraparound is necessary for the safety and well-being of the child, as determined by COUNTY, the assigned Department of Children and Family Services' Children Services Worker, the assigned Probation Department's Deputy Probation Officer, and/or the Department of Mental Health worker;
- 6.2.4.7 The child is committed to the California Youth Authority;
or
- 6.2.4.8 The Child and Family Team agrees that the child and Family needs can be adequately served by generic community resources.

6.2.5 COUNTY shall make every effort to pay Contractor the amount due within thirty (30) calendar days after receipt of an invoice. Retroactive and supplemental increases in payment to the Contractor shall not be bound by the thirty (30) calendar-day payment goal. Questions regarding payment should be directed to

the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.

6.3 Payment Errors

6.3.1 Contractor shall notify COUNTY within thirty (30) days of the receipt of any payment that is incorrect. Notification is made by completing the Payment Resolution Notification Form (COV 71) and sent to Finance Services Division, Attention: Contract Accounting Section, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Interest charges may be assessed from the thirtieth (30th) day following identification and written notification of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor Controller, per day on the delinquent amount due. Interest charges shall be paid by Contractor upon demand. COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide Contractor with written notice of payment resolutions. Contractor will be required to repay any excess funds in accordance with PART I, Section 7.0, Use of Funds, of this Contract. COUNTY shall make every effort to pay Contractor any underpayment within thirty (30) days of written notice of payment resolution to Contractor.

6.3.2 In the event COUNTY identifies an excess payment made to Contractor, COUNTY will notify Contractor of such in writing. Contractor shall within thirty (30) calendar days of the Date of Receipt of such notice, return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a written notice of dispute, with accompanying documentation, to:

Bureau Deputy Director
Bureau of Finance
Department of Children and Family Services
425 Shatto Place, Room 300
Los Angeles, CA 90020

The Bureau Deputy Director will attempt to provide a written response to such dispute within thirty (30) calendar days of the receipt of the written notice of dispute.

6.3.3 Contractor shall submit payment of any amounts due to COUNTY within thirty (30) days after the date of the Bureau Deputy Director's or COUNTY Program Manager's decision.

- 6.3.4 Upon final determination of the amount owed, if Contractor refuses or is unable to repay the amount owed, COUNTY, at its sole discretion, may collect directly or refer the case to the appropriate COUNTY agency.
- 6.3.5 COUNTY may charge interest, as described in Section 6.3.1 above, if payment errors are not promptly repaid.
- 6.3.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide Contractor with written notice of payment resolutions. Contractor will be required to repay any excess funds. COUNTY shall make every effort to pay Contractor any underpayment within thirty (30) Days of written notice of payment resolution to Contractor.
- 6.3.7 COUNTY has no obligation to pay for expenditures by Contractor that exceed the monthly payment rate as defined in PART I, Section 4.1, Monthly Rate.

6.4 Reporting

- 6.4.1 Contractor must have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions including contracting billing records management and quality assurance.
- 6.4.2 Each Contractor shall maintain separate accounting records for the Wraparound Program in this Agreement, and shall provide within thirty (30) days of the close of each COUNTY Fiscal Year an accounting of revenue and expenditures for the Wraparound Program, to be sent to Accounting Services Division, Attention: Contract Accounting Services, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Revenue shall include only revenue received from COUNTY pursuant to this Agreement, and expenditures shall include the related expenses of this program paid with said revenue.

- 6.5 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number to COUNTY.

7.0 USE OF FUNDS

- 7.1 Contractor shall use all funds paid pursuant to this Agreement for the benefit of Wraparound children and Families as set forth in the Statement

of Work. Contractor shall expend funds on reasonable and allowable expenditures in providing the necessary care and services as specified in this Agreement for children placed by the COUNTY.

- 7.2 The monthly rate for all filled slots is provided as a funding pool. Contractor is allowed to use this pool to spend more or less on individual Families and children depending on their individual plans and needs. Funds are a resource for the child and Family, which must be tied to a plan of care and its associated budget through individualized planning and approval process. Contractor shall use funds to supplement not replace existing avenues for meeting needs.
- 7.3 Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures, 45 Code of Federal Regulations Part 74, and the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-profit Organizations." In the event of conflict between State and Federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to State regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit. Reasonable funds may be rolled over between fiscal years as a prudent reserve.
- 7.4 In addition to the monthly rate, Contractor must access categorical funding for which a Family/child is qualified such as Title XX Medi-Cal, EPSDT, Temporary Assistance to Needy Families (TANF), Healthy Families, and Supportive and Therapeutic Options Program (STOP) funds.
- 7.5 Agency staff must be able to access the agency's funding pool in a timely manner. In some instances this may be as short as two (2) hours if there is an urgent need.
- 7.6 Funds remaining in the agency's funding pool at the conclusion of a contract period, at the termination of the Agreement by either the COUNTY or the Contractor, shall be returned to the COUNTY to fund COUNTY child welfare services.
- 7.7 For non-federally eligible children, \$1,810.00 (the difference between the current RCL 13 rate of \$5,994.00 and the monthly case rate of \$4,184.00) will be placed in a Multi-Agency County Pool (MCP) which will be controlled by COUNTY. The State will provide \$724.00 (40%) and COUNTY will fund the remaining \$1,086.00 (60%). The MCP will be used to first offset COUNTY costs for payments of federally eligible children above the RCL 13 half-rate (\$2,997.00) which is the maximum rate on which the State will contribute its 40% share. The MCP will then be used to provide support for specifically identified needs which far exceeds the

current case rate funding for (a) current high needs Wraparound youth and, (b) graduated Wraparound youth who are no longer involved with DCFS, DMH and/or Probation who have a specific unmet need.

Representatives from DCFS, DMH, Probation, a Wraparound parent partner/advocate, and two (2) Lead Wraparound Agency Providers will supervise the MCP and will meet regularly to review requests from providers for use of the funding in the MCP.

The providers must submit quarterly financial statements to COUNTY. The first quarterly financial statement shall be due three (3) months from the Contract start date, and subsequent financial statements shall be due every three months thereafter. Any surplus funds that providers accumulate above ten percent (10%) of their operating costs shall be required to be returned to COUNTY and added to the MCP every six (6) months, beginning one year from the date the first child is enrolled by the provider, under this Contract.

8.0 NOTICES

- 8.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

COUNTY of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to Contractor shall be sent to Contractor

Contractor: _____
Address: _____
City, State, ZIP: _____
Attention: _____
Phone: _____
Fax: _____

or such other person and/or location as may hereinafter be designated in writing by the Contractor. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

- 8.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to Contractor. Further, it is expressly understood that actual knowledge of an individual Contractor shall in any case be sufficient notice. If the Contractor is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of Contractor, shall also be deemed sufficient.

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Department of Children and Family Services - Contracts Administration
PART II: STANDARD TERMS AND CONDITIONS

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COUNTY of Los Angeles - Department of Children and Family Services
STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 Contractor's Program Manager

1.1.1 Contractor's Program Manager is designated in Exhibit D: Required Forms, Form 1, Contractor's Administration. The Contractor shall notify COUNTY in writing of any change in the name or address of Contractor's Program Manager.

1.1.2 Contractor's Program Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

1.2 Approval of Contractor's Staff

COUNTY has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Manager.

1.3 Background and Security Investigations

1.3.1 At any time prior to or during term of this Contract, COUNTY may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

1.3.2 COUNTY may request that Contractor's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to Contractor or to Contractor's staff any information obtained through the COUNTY conducted background clearance.

- 1.3.3 COUNTY may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.
- 1.3.4 Disqualification, if any, of Contractor staff, pursuant to this Section 1.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 1.4 Confidentiality
 - 1.4.1 Contractor shall maintain the confidentiality of all records and information, including the terms and conditions of the Contract, events or circumstances which occur during the course of Contractor's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
 - 1.4.2 Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
 - 1.4.3 Contractor shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 1.4.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement.
 - 1.4.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement.
 - 1.4.6 Contractor shall notify COUNTY of any attempt to obtain confidential records through the legal process.

1.4.7 Contractor agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

1.4.8 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections are designated in Exhibit C, Attachment D, COUNTY's Administration. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with PART II, Section 7.0, Changes and Amendments; and
- providing direction to Contractor in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with Contractor's Program Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to abide by all applicable Federal, State and Local laws. Including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the Contractor's program.

4.0 ASSIGNMENT BY CONTRACTOR

- 4.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 4.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by

any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY's Board of Supervisors or the Director's express prior written approval, may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

5.0 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the Contractor under this Contract. The COUNTY's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the Contractor shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by DCFS.

7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract except as noted in paragraph 3.2 of Part I: Unique Terms and Conditions, an amendment shall be prepared and executed by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.2.1 For purposes of Sections 7.1 and 7.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to

price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Monthly Rate set forth in PART I, Section 4.1 of this Contract.

7.2.2 The Director shall notify the COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) days following execution of such amendment.

7.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify COUNTY and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

8.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain

knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

- 8.2.3 The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program

- 9.1.1 The Contractor acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, Family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

- 9.1.2 As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to PART II, Section 50.0 Termination for Contractor's Default, and pursue debarment of Contractor, pursuant to COUNTY Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D: Required Forms, Form 2.

11.0 COMPLAINTS

- 11.1 Contractor shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, Contractor shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.
 - 11.1.1 Contractor shall develop and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, Contractor shall provide the COUNTY with the Contractor's policy for receiving, investigating and responding to user complaints.
 - 11.1.2 If the COUNTY request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
 - 11.1.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the COUNTY for approval before implementation.
- 11.2 Contractor shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.3 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.4 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 Contractor shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same

or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

- 12.1.1 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 12.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 Contractor shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D: Required Forms, Form 3, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached hereto as Exhibit D: Required Forms, Form 4, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless Contractor has demonstrated to the COUNTY's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the COUNTY under this Contract, the

Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify COUNTY if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that Contractor demonstrate to the COUNTY’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

14.1.4 Contractor’s violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or

indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

- 16.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 17.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to Contractor.
- 17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 19.1 Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in PART G, Attachment A, Auditor-Controller Contract Accounting and Administration Handbook.
- 19.2 Contractor shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the COUNTY.
- 20.3 The COUNTY may debar the Contractor if the COUNTY's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the Contractor may be subject to debarment, COUNTY will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and COUNTY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the COUNTY's Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit D: Required Forms, Form 6, the COUNTY seeks to ensure that all COUNTY contractors who receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor who receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202)

22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit C: Attachments, Attachment I in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Attachment I, CONTRACTOR's Obligations Under HIPAA.

23.0 CONTRACTOR'S WORK

- 23.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 23.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and conditions and performance standards. Contractor deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and Contractor. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 CRIMINAL CLEARANCES

- 25.1 For the safety and welfare of the children to be served under this Contract, Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

- 25.2 Contractor shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 25.3 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 Contractor shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation of all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 Contractor has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of Contractor. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for Contractor;

28.2.4 The execution by Contractor of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor in violation of State and/or Federal laws thereon.

29.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the

COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the COUNTY may be found jointly or solely liable.

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by Contractor during the term of this Contract. Contractor shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. Contractor shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and Contractor.

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in PART II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify COUNTY of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

COUNTY of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
425 Shatto Place, Suite 500
Los Angeles, CA 90010
FAX: (213) 637-0036

31.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

31.3 Contractor is exempt from the provisions of this Section 30.0 if it is a governmental entity.

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

33.0 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 This Contract is by and between the COUNTY and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

34.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

34.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the COUNTY. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

35.0 LIQUIDATED DAMAGES

- 35.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the COUNTY will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the Contractor; and/or
 - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the COUNTY, as determined by the COUNTY.
- 35.3 The action noted in Section 34.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the COUNTY cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

35.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Contractor represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

37.0 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 38.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 38.2 Contractor shall certify to, and comply with, the provisions of Exhibit D: Required Forms, Form 3, Contractor's Equal Employment Opportunity (EEO) Certification.
- 38.3 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 38.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 38.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 38.6 Contractor shall allow COUNTY representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the Contractor has violated the anti-discrimination provisions of this Contract.
- 38.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

40.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

41.0 NOTICE OF DISPUTE

The Contractor shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the Contractor regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit C: Attachments, Attachment B.

43.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

44.0 PROPRIETARY RIGHTS

44.1 COUNTY and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

44.2 Notwithstanding any other provision of this Contract, COUNTY and Contractor agree that COUNTY shall have all ownership rights in software

or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 44.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 44.4 COUNTY will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify Contractor of any Public Records request for items described in Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of Contractor.
- 44.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 43.4 for:
 - 44.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.3;
 - 44.5.2 Any materials, data and information covered under Section 43.2; and
 - 44.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 44.6 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect

all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 44.7 Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 44.8 The provisions of Sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

45.0 PUBLIC RECORDS ACT

- 45.1 Any documents submitted by Contractor, all information obtained in connection with the COUNTY's right to audit and inspect Contractor's documents, books, and accounting records pursuant to PART II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 45.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 46.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 46.2 Contractor agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the Contractor shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 46.3 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by the Contractor or otherwise, then Contractor shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the Contractor to comply with any of the provisions of this Section 45.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for such work is less than payments made by the COUNTY to the Contractor, then the difference shall be either: (a) repaid by the Contractor to the COUNTY by cash payment upon demand; or (b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the Contractor from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by COUNTY to Contractor, then the difference shall be paid to the Contractor by the COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

47.0 RECYCLED-CONTENT PAPER

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C: Attachments, Attachment C of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the COUNTY**. Any attempt by the Contractor to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the COUNTY's request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

- 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 Contractor shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 49.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the COUNTY's approval of the Contractor's proposed subcontract.
- 49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement, executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by PART I, Section 5.2, General Insurance Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 49.8 Contractor shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

- 49.9 No subcontract shall alter in any way any legal responsibility of Contractor to COUNTY. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 Contractor shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
- 50.1.1 Contractor has materially breached this Contract;
 - 50.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 50.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. Contractor shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.

- 50.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the Contractor was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PART II, Section 51.0, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the Contractor's default as provided in Section 49.1, the Contractor and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Section 49.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the Contractor by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of PART II, Section 33.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the Contractor shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with PART II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such

termination, the COUNTY shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

52.2 Contractor shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the Contractor; or

53.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by Contractor, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on

the part of Contractor or any COUNTY lobbyist or COUNTY lobbying firm retained by the Contractor to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

56.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

60.0 PUBLICITY

- 60.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

60.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

60.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

- 60.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 60.2 shall apply.

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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair/Mayor and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

AMANECER COMMUNITY COUNSELING SERVICE
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Katherine Fesler, Deputy County Counsel